

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY (TRENTON)**

JOHN JAVAN, on behalf of himself, and others similarly situated Plaintiff(s), vs. LVNV FUNDING, LLC, NIAGARA CREDIT SOLUTIONS, INC. & FRANK SALVINI Defendant(s)	Case No 15-cv-03347-PGS-LHG
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**ANSWER OF DEFENDANTS', LVNV FUNDING, LLC, NIAGARA CREDIT
SOLUTIONS, INC. AND FRANK SALVINI TO PLAINTIFF'S CLASS ACTION
COMPLAINT WITH AFFIRMATIVE DEFENSES**

Now come Defendants LVNV Funding, LLC ("LVNV"), Niagara Credit Solutions, Inc. ("Niagara") and Frank Salvini ("Salvini") (collectively, "Defendants"), by and through undersigned counsel, and for their Answer to Plaintiff John K. Javan's ("Plaintiff") Class Action Complaint ("Complaint"), state as follows:

Nature of the Action

1. Defendants admit that Plaintiff is attempting to plead this matter as a class action. By way of further response, the allegations in Paragraph 1 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

Jurisdiction and Venue

2. Denied. The allegations in Paragraph 2 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

3. Denied. The allegations in Paragraph 3 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

Parties

4. Denied. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 of Plaintiff's Complaint, Defendants leave the Plaintiff to his proofs at trial.

5. Admitted.

6. Admitted.

7. Denied. Paragraph 7 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Denied. Paragraph 13 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

Allegations of Fact

14. Denied. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 14 of Plaintiff's Complaint, and Defendants leave the Plaintiff to his proofs at trial.

15. Denied. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of Plaintiff's Complaint, and Defendants leave the Plaintiff to his proofs at trial.

16. Denied in part. Defendants admit that Niagara sent correspondence to Plaintiff on October 10, 2014, as attached to Plaintiff's Complaint as Exhibit A, which speaks for itself. The remainder of the allegation is denied.

17. Denied in part. Defendants admit that Niagara sent correspondence to Plaintiff on October 10, 2014, as attached to Plaintiff's Complaint as Exhibit A, which speaks for itself. The remainder of the allegations and any inference which can be drawn therefrom are denied.

18. Denied. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 of Plaintiff's Complaint, and therefore deny the same.

19. Denied. Exhibit A is a written document that speaks for itself and Defendants deny any allegations that are inconsistent therewith.

20. Defendants admit that Niagara sent correspondence to Plaintiff on October 13, 2014, as attached to Plaintiff's Complaint as Exhibit B, which speaks for itself. The remainder of the allegation is denied.

21. Defendants admit that Niagara sent correspondence to Plaintiff on October 13, 2014, as attached to Plaintiff's Complaint as Exhibit B, which speaks for itself. The remainder of the allegation is denied.

22. Denied as stated. The docket for Case No. BER-DC-010487-08 is a written document that speaks for itself and Defendants deny any allegations that are inconsistent therewith.

23. Denied. Exhibit C is a written document that speaks for itself and Defendants deny any allegations that are inconsistent therewith.

24. Denied. The lawsuit as alleged in Paragraph 24 speaks for itself and Defendants deny inference which can be drawn therefrom.

25. Denied. Exhibit C is a written document that speaks for itself and Defendants deny any allegations that are inconsistent therewith.

26. Denied. Paragraph 26 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 26 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

27. Denied. Paragraph 27 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 27 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

28. Denied. The allegations in Paragraph 28 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. By way of a further response. By way of further response, Exhibits A and B are written documents that speak for themselves and Defendants deny any allegations that are inconsistent therewith.

29. Denied. Paragraph 29 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 29 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

30. Denied. Paragraph 30 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the

allegations set forth in Paragraph 30 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

31. Denied. Paragraph 31 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 31 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial

32. Denied. Paragraph 32 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 32 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

33. Denied. Paragraph 33 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 33 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

34. Denied. Paragraph 34 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 34 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

35. Denied. Paragraph 35 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 35 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial.

36. Denied. Paragraph 36 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

37. Denied. Paragraph 37 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

38. Denied. Paragraph 38 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

39. Denied. Paragraph 39 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

40. Denied. Paragraph 40 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 40 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

Class Action Allegations

41. Denied. Paragraph 41 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 41 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to their proofs at trial.

42. Denied. Paragraph 42 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

43. Denied. Paragraph 43 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

44. Denied. Paragraph 44, and its subparts, of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants

deny the allegations set forth in Paragraph 44 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to their proofs at trial.

45. Denied. Paragraph 45 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

46. Denied. Paragraph 46 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

47. Denied. Paragraph 47 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

48. Denied. Paragraph 48 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

49. Denied. Paragraph 49 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

50. Denied. Paragraph 50 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

51. Denied. Paragraph 51 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

52. Denied. Paragraph 52 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

First Class Count
Fair Debt Collection Practices Act Violations

53. Defendants incorporate their answers and responses in all prior allegations as if full set forth at length herein.

54. Denied. Paragraph 54 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

55. Denied. Paragraph 55 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

56. Denied. Paragraph 56 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 56 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

57. Denied. Paragraph 57 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 57 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

58. Denied. Paragraph 58 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 58 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

59. Denied. Paragraph 59 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 59 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial.

60. Denied. Paragraph 60 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

Second Class Count
New Jersey Truth-in-Consumer Contract, Warranty and Notice Act Violations

61. Defendants incorporate their answers and responses in all prior allegations as if full set forth at length herein.

62. Denied. Paragraph 62 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 62 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial. By way of further response, Defendants deny that LVNV sent any offers to Plaintiff.

63. Denied. Paragraph 63 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 63 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave the Plaintiff to his proofs at trial. By way of further response, Defendants deny that LVNV sent any offers to Plaintiff.

64. Denied. Paragraph 64 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 64 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial. By way of further response, Defendants deny that LVNV sent any offers to Plaintiff.

65. Denied. Paragraph 65 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required. To the extent a response is required, Defendants deny the allegations set forth in Paragraph 65 of Plaintiff's Complaint to the extent they allege or imply wrongdoing. Defendants leave Plaintiff to his proofs at trial. By way of further response, Defendants deny that LVNV sent any offers to Plaintiff.

66. Denied. Paragraph 66 of Plaintiff's Complaint sets forth a legal conclusion to which no response is required.

WHEREFORE, Defendants respectfully request that this Court dismiss Plaintiffs Complaint at Plaintiffs' cost, and that Defendants be awarded their reasonable attorneys' fees and costs as provided for under applicable law.

Affirmative Defenses

1. Defendants affirmatively allege, in the alternative, that Plaintiff has failed to state a claim upon which relief can be granted.

2. Defendants affirmatively allege, in the alternative, that Plaintiff may lack standing to bring claims set forth in the Complaint.

3. Defendants affirmatively allege, in the alternative, that certain claims may be barred by the statute of limitations.

4. Defendants affirmatively allege, in the alternative, that any violation of law by Defendants, which is specifically denied, was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error.

5. Defendants affirmatively allege, in the alternative, that Defendants acted in good faith at all times.

6. Defendants affirmatively allege, in the alternative, that Defendants did not make a demand for payment of interest.

7. Defendants affirmatively allege, in the alternative, that Defendants did not make any false or misleading representations to Plaintiff or anyone else.

8. Defendants affirmatively allege, in the alternative, that Plaintiff or anyone else did not rely on any alleged false or misleading representations.

9. Defendants affirmatively allege, in the alternative, to the extent any false or misleading representations were made, which is specifically denied, such representations were not material.

10. Defendants affirmatively allege, in the alternative, that Plaintiff has failed to mitigate his damages, if any.

11. Defendants affirmatively allege, in the alternative, that the letters sent to Plaintiff were not offers nor contracts for the sale of goods or services.

12. Defendants affirmatively allege, in the alternative, that Plaintiff is not a consumer as defined under the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act.

13. Defendants affirmatively allege, in the alternative, that Defendants are not sellers as defined under the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act.

14. Defendants respectfully reserve the right to assert any additional affirmative defenses that may be revealed during the course of discovery.

15. If discovery reveals that any debt identified in the Plaintiff's complaint is subject to an agreement requiring the parties to submit any dispute between them to arbitration, then there is no subject matter jurisdiction over the Plaintiff's complaint.

16. If discovery reveals that any debt identified in the Plaintiff's complaint is subject to an agreement which limits the Plaintiff's potential recovery, then Plaintiff is not entitled to the relief sought herein.

Respectfully submitted,

CLARK HILL PLC

s/ Joann Needleman

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Dated: June 29, 2015

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer to the Plaintiff's Class Action Complaint with Affirmative Defenses has been served upon counsel of record this 29th Day of June, 2015 by electronic mail as follows:

Daniel I Rubin, Esq.
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s/ Joann Needleman
JOANN NEEDLEMAN, ESQ.

Date: June 29, 2015